of any element of the date is fatal. *In re Carpenter's Estate*, 172 Cal. 268, 156 Pac. 464; *In re Vance's Estate*, 174 Cal. 122, 162 Pac. 103; *In re Noyes' Estate*, 40 Mont. 190, 105 Pac. 1017. If the paper is properly dated it is presumed that the entire paper was written at one time. *La Grave* v. *Merle*, 5 La. Ann. 278. Arkansas and Tennessee require that the handwriting of the testator be proved by three disinterested witnesses in the case of realty and two such witnesses in the case of personalty. *Ex parte Hoerner*, 27 Ark. 443. See 1917 SHANNON'S CODE OF TENN., § 3896. The usual provision as to the custody of a holographic will is that it must be found among the valuable papers or effects of the testator or lodged in the hands of any person for safe-keeping. The beneficiary is a proper person. *Alston* v. *Davis*, 118 N. C. 202, 24 S. E. 15. While it would be desirable not to allow holographic wills, or, if they are sanctioned, to have strict requirements rigidly enforced, the instant decision is correct under the California statute.

WILLS — PROBATE — DOCUMENTS AND STATEMENTS ENTITLED TO PROBATE. — A soldier *in expeditione* indicated, in a letter to his wife, certain desired changes in his will, and requested that his solicitor be notified to alter it accordingly. The soldier died before such alteration was made. The letter was offered as a testamentary document. *Held*, *obiter*, that it should be received. *Godman* v. *Godman*, [1919] 2 P. 229, 233.

The authorities are divided as to the legal effect of such expressions indicating the decedent's desires as to the *post-mortem* disposition of his property. Testamentary character has been ascribed to them when the deceased had no opportunity to execute the contemplated will or codicil. *Gattward* v. *Knee*, [1902] P. 99; *McBride* v. *McBride*, 26 Gratt. (Va.) 476, 482. Such expressions, though unaccompanied by an intent that they should themselves operate in a testamentary capacity, have been admitted to probate. *Toebbe* v. *Williams*, 80 Ky. 661; *Alston* v. *Davis*, 118 N. C. 202, 24 S. E. 15; *Mulligan* v. *Leonard*, 46 Iowa, 692. But other courts require that the statement indicate, on its face, an intent to make it a testamentary one. *Waller* v. *Waller*, 1 Gratt. (Va.) 454. Similarly, a death-bed utterance was considered inadmissible, as a nuncupative will, since the deceased was unaware that the law ascribed a testamentary character to it. See *Campbell* v. *Campbell*, 21 Mich. 438, 444. Probate has also been refused to memoranda of intended testamentary dispositions, despite full compliance with the formal requisites of a will. *Hocker* v. *Hocker*, 4 Gratt. (Va.) 277; *Popple* v. *Cunison*, 1 Add. Eccl. 377. But see *contra*, *Haberfield* v. *Browning*, 4 Ves. Jr. 200, note; *Scott's Estate*, 29 W. N. C. (Pa.) 176; *Barwick* v. *Mullings*, 2 Hagg. Eccl. 225. But the true test seems to be neither the legal knowledge of the deceased nor the technical wording of his statement, but the one formulated in the principal case: whether, assuming the necessary formalities to have been observed, his statement was a deliberately expressed desire as to the disposition of his property to be made after his death. Authority, as well as principle, supports the adoption of this test. *Bartholomew* v. *Henley*, 3 Phillim. Eccl. 317; *Barney* v. *Hayes*, 11 Mont. 571, 29 Pac. 282; *Dalrymple* v. *Campbell*, [1919] P. 7.

WILLS — REVOCATION — DEPENDENT RELATIVE REVOCATION BY WRITTEN INSTRUMENT. — The testator made a valid will. Later he obtained a printed form on which these words among others appeared: "I hereby revoke all wills by me at any time heretofore made." This blank form was duly executed, and afterwards various devises and bequests were written in by the testator, but the complete instrument was never executed. *Held*, that the revoking clause is inoperative. *In Goods of Irvine*, 53 Ir. L. T. R. 143.

An act of revocation, such as tearing or canceling, will not be given effect where the intent to revoke was dependent upon some later event which never